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**Leases of  
Commercial Office Space**

**Scottsdale Airport  
Terminal Building**

**15000 North Airport Drive  
Scottsdale, Arizona**



**INVITATION FOR BIDS  
LEASE/COMMERCIAL OFFICE/COUNTER SPACE  
SCOTTSDALE AIRPORT TERMINAL BUILDING  
December 29, 2005**

The City of Scottsdale invites sealed bids for the commercial lease of office suites 105 and 106 and the associated counter space located in the Scottsdale Airport Terminal ("Terminal") Building at 15000 North Airport Drive, Scottsdale, Arizona (see Exhibit "A", attached).

**LEASE TERM:**

Lease term is for three years with two one-year options, subject to other terms and conditions of the lease.

**LEASE AREA:**

Two separate offices are available comprised of approximately 267 square feet each. A floor plan is attached as Exhibit "B", identifying each of the available offices with the associated counter space and the approximate associated square footage.

**LEASE FEES:**

Base fee shall consist of an annual minimum amount per square foot per year paid on a monthly basis. The bid process shall determine the minimum amount of base fee with acceptable bids being at least \$30 per square foot per year. A separate "Utility Fee" will be charged by Lessor for monthly utilities, and is shown on Exhibit B.

**ADDITIONAL INFORMATION:**

Leasehold use must be limited solely to businesses conducting FAR Part 135 Charter operations or supplemental operations under 14 CFR Part 121 or public charter operations under 14 CFR Part 380. The bidder must submit a copy of its FAA operating certificate as part of the bid process. Without limitation, no food preparation or food service shall occur at or from the Premises. In the event the agreement is extended beyond the original 3-year term, the base rent will be adjusted upward on each annual anniversary based on changes in the United States Consumer Price Index. There is no guaranteed number of parking places available to the Premises. Telecommunications lines for telephone, fax and computer use must be coordinated through the City at the Lessee's expense. No other telecommunication connections will be allowed.

Lessee must accept the Service Area in "as is" condition. Accordingly, unless otherwise agreed, Lessee will be responsible to provide the labor (at Lessee's cost) for installation of any improvements, whether provided by the Lessee, the City, or by a third party. All such improvements shall require the prior approval of the City and otherwise comply with the provisions of the Agreement.

The successful bidder will be required to execute a lease agreement ("Lease") substantially in the form attached as Exhibit "C" and perform all obligations thereunder whether or not otherwise consistent with the Invitation for Bids. **The Lease becomes binding upon the City upon authorization by the Scottsdale City Council, execution by the City, and delivery to the Lessee.**

The Airport Advisory Commission must recommend each lease for approval to the City Council. Following this recommendation, the City Council will be asked to award the lease and its decision will be final. The Airport Advisory Commission must also approve all Aeronautical Business Permits as required by City of Scottsdale Aviation Code (Chapter 5).

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE TERMS AND CONDITIONS OF THIS BID AND SPECIFICATIONS SHOULD BE DIRECTED TO CHRIS READ, ASSISTANT AVIATION DIRECTOR, SCOTTSDALE AIRPORT, 15041 NORTH AIRPORT DRIVE, SUITE 117, SCOTTSDALE, ARIZONA 85260, TELEPHONE NO. (480) 312-2674. BID PACKETS CAN BE OBTAINED BY CALLING MR. READ.

**ORAL INSTRUCTION - INTERPRETATION:**

The City of Scottsdale will not be responsible for bidders adjusting their bids based on oral instructions by any member of the City staff or by the City's contracted consultant or agent. Bids deviating from the specifications contained herein by any means other than written addendum issued by the Assistant Aviation Director will be subject to rejection. In the event of a conflict between the terms of the Lease and the terms of the Invitation for Bids document, the terms of the Lease shall control.

**ADDENDA:**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by attaching copies of all addenda to the bid return. Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive.

**Internet Users:** All addenda for this Invitation for Bids will be posted on the Scottsdale Airport website at [www.scottsdaleairport.com](http://www.scottsdaleairport.com). It is the bidder's responsibility to verify receipt of all addenda prior to submitting a bid.

**BID SUBMITTAL:**

A completed bid package (including all of the information requested in this Invitation for Bids) must be submitted to constitute an acceptable bid.

One original plus two complete sets of the bid package must be submitted in a sealed envelope addressed to the Assistant Aviation Director and marked with the words "BID FOR LEASE OF COMMERCIAL OFFICE/COUNTER SPACE IN THE AIRPORT TERMINAL BUILDING AT SCOTTSDALE AIRPORT" plainly marked on the envelope. The name and address of the bidder must also appear in the upper left corner of the envelope.

**BID GUARANTEE:**

Each bid must be accompanied by a cashier's check made payable to the order of City of Scottsdale in the sum of \$500.00. The bid guarantee shall be returned to all bidders within fifteen (15) working days after the successful bidder has executed and the City Council has authorized the Lease Agreement. Notwithstanding the previous sentence, if the successful bidder fails to agree to the terms and conditions of the Lease Agreement attached to this Invitation for Bids as Exhibit C, and any subsequent addenda, its bid guarantee will not be returned.

**BID OPENING:**

The City of Scottsdale reserves the right to request additional or supplemental information or clarifications from bidders, to conduct such investigations as the City considers appropriate with respect to the qualifications and capabilities of any bidder or information contained in any bid, to reject any or all bids, to modify or supplement or amend the Invitation for Bids or the bid process/schedule, to waive any informality, to negotiate with bids, to cancel or re-issue the Invitation for Bids, or advertise for new bids. Bid packages received after the opening date and time will not be accepted and will be returned unopened.

SEALED BIDS ARE TO BE DELIVERED TO CHRIS READ, ASSISTANT AVIATION DIRECTOR, 15041 N. AIRPORT DRIVE, SUITE 117, SCOTTSDALE, ARIZONA, 85260. **BIDS WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT 1:00 P.M. LOCAL TIME, FRIDAY, JANUARY 27, 2006, IN THE AVIATION BUSINESS CENTER CONFERENCE ROOM, 15041 NORTH AIRPORT DRIVE, SCOTTSDALE, ARIZONA 85260.**

**Proposers note:** All mail to the City of Scottsdale, including Federal Express or similar overnight deliveries, are first sent to a central location for x-ray which will delay the delivery process to Mr. Read. Bidders must plan for adequate delivery time if bid submittals are not hand delivered.

Bids shall remain in effect until the Lease Agreement is executed and authorized by City Council or ninety (90) calendar days after the bid opening, whichever occurs first.

The City is not liable for any costs associated with the development, preparation, transmittal, or presentation of any bid or any additional materials submitted. The City may use as its own, without payment of any kind or liability therefore, any ideas, suggestions, layout, or plan received during the bid process.

#### **SECURITY DEPOSIT:**

Upon City Council approval of the Lease, successful bidders shall provide the City with a security deposit for each successfully bid office guaranteeing the faithful performance of the provisions of the Lease Agreement immediately after execution of the agreement. The security deposit shall be in the form of a cashier's check payable to the City of Scottsdale. Security deposit amounts shall be \$500.00 for each suite.

#### **TAXES:**

Leases with the City are not exempt from the State of Arizona, Maricopa County or City of Scottsdale transaction privilege taxes. In addition to payments required under the Lease, transaction privilege ("sales"), and all other taxes at the rate provided by law, shall be paid by Lessee in addition to any taxes imposed on Lessee's business activities conducted at this location. Questions pertaining to the applicability of taxes should be directed to the following: City of Scottsdale Tax & License Division at (480) 312-2400; Maricopa County at (602)255-2060 or (602)542-2076, ask for TPT Auditing; and for State of Arizona at (602)716-6651.

#### **RULES:**

All bidders must be of good moral character and must not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All bidders must agree to submit to any background checks as determined necessary by the City.

Successful bidders shall fully comply with all laws, ordinances, rules and regulations of the United States, the Federal Aviation Administration, State of Arizona, and City of Scottsdale, including airport rules and regulations, and specifically City regulations related to real estate lease agreements/building permits and fees/zoning/use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege use and excise taxes, and airport rules and regulations.

#### **BID PACKAGE CONTENT:**

All bidders must submit evidence that they have the necessary qualifications, experience, capabilities, and financial resources to fulfill the terms and conditions of the Lease Agreement. To provide the City of Scottsdale with information on this point, bidders must complete and submit all of the information stipulated in the Bidder Information section later in this Invitation for Bids.

All of the information submitted by the bidder will be relied upon by the City of Scottsdale in the leasing of office space and granting of privileges at the Airport and must be warranted by the bidder as true, accurate, and complete.

**Failure to submit a completed Lease Bid Package together with all required attachments or documentation will be grounds for disqualification of the bidder.**

Base Rent is the amount of guaranteed rent you offer to pay the City per month throughout the initial term of the Lease Agreement and any subsequent extensions. **The guaranteed minimum monthly rental amount must be no less than \$30.00 per square foot per year.** This Base Rent does not include the monthly utility fee or any additional fees assessed for common use areas in the building, nor does it include taxes as defined by the caption "TAXES" above.

### **PROPOSALS AS PUBLIC RECORDS**

Forms and information submitted in response to this Invitation for Bids shall become the property of the City and may be subject to disclosure under applicable public records laws. Each bidder shall agree that the bid submitted shall not be considered confidential and that no information contained therein shall be treated by the City as either confidential, proprietary, or trade secret information.

Bidders may elect to provide detailed financial information in a separate binder marked "CONFIDENTIAL" included with the bid package. While the City cannot guarantee confidentiality of the financial information, the City will endeavor in good faith to protect the confidentiality of such binders and to return said binders to the bidder when the Lease is executed. Any such binder submitted by the bidder whose bid is selected will not be returned and will become a public record. Neither party shall be liable for disclosures required by law.

### **BID PROCESS**

Individual offices within the building are available as identified on Exhibit B. Each office will be separately bid. You can bid on both offices. If you bid on both offices, be sure to indicate in Question "C" of the Bid Package Content section what you want to happen if you do not win both offices. Only one bid package is required.

In the event there are two or more bidders bidding on both offices, the City reserves the right to select the combination resulting in the most revenue for the City. If both offices are not successfully bid on the bid opening date, the City may either issue an addendum stating further bid opening dates or may commence a new bid process.

### **BID EVALUATION PROCESS:**

Bids will be evaluated on a comparative basis. Each section will be assigned 0, 1 or 2 points and will be weighted as identified in the Bid Package Content section of the Invitation for Bids.

### **GROUND FOR DENIAL OR DISQUALIFICATION**

The City may deny or disqualify any bid for any one or more of the following reasons:

1. The bidder, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the bidder and the standard of proof shall be by clear and convincing evidence.
2. The bidder's proposed activities and/or improvements will create a safety hazard at or on the Airport.

3. The acceptance of the bid will require the City to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or improvements that the City is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the City.
4. The bidder has either intentionally or unintentionally misrepresented or omitted material fact in the bid or in supporting documentation.
5. The bidder has failed to make full disclosure in the bid or in supporting documentation.
6. The bidder (or an officer, director, agent, representative, shareholder, or employee of bidder) has a record of violating the regulatory measures of any other airport, FAA, or any other regulatory measure applicable to the Airport or the bidder's proposed activity.
7. The bidder (or an officer, director, agent, representative, shareholder, or employee of bidder) has defaulted in the performance of any lease, sublease, or other agreement at the Airport or at any other airport.
8. The bidder does not exhibit adequate financial responsibility or capability to undertake the proposed activity.
9. The bidder cannot provide a performance bond or applicable insurance in the type and amounts required by the City for the proposed activity.
10. The bidder (or an officer or director of bidder) has been convicted of a felony.
11. The bidder seeks terms and conditions which are inconsistent with City policies, the Invitation for Bids, or are not in the best interest of the City.

### **BIDDER INSTRUCTIONS**

Bids must be organized so that each element (identified under Bid Package Content) is addressed in the order indicated. Bidders must answer all questions completely and accurately and furnish all required information/documents; failure to do so may result in disqualification.

Responses to the information requested in the Bid Information section of the Invitation for Bids (and the Bid Statement) must be typed or word processed on the forms provided. Bids that contain omissions, erasures, or alterations may be rejected.

Bids must be submitted on standard 8 ½" by 11" paper. Bids, excluding exhibits, must not exceed 10 pages single sided. Bids must be bound on the left long side or stapled in the upper left corner.

### **BID PACKAGE CONTENT**

#### **A. Cover letter**

Each bidder must submit a cover letter identifying the bidding entity(ies) and the name of the proposed business. An authorized representative of the bidding entity must sign the cover letter.

#### **B. Executive Summary**

Each bid must contain an Executive Summary that summarizes the key elements of the bid. In addition, the Executive Summary should include a statement that explains why the bidder would be the best selection.

**C. Base Rent** (Weight: 5)

Minimum Monthly Rent Acceptable: \$30.00 per square foot per year

☐

**Bid for one office only.**

Office Number

Bid Amount

\_\_\_\_\_

\_\_\_\_\_

☐

**Bid for both offices.**

Offices 105 & 106

Bid Amount

\_\_\_\_\_

\_\_\_\_\_

***Now, select one of the following:***

☐

Please award me a lease for the office for which I submit a winning bid.

☐

Please award me a lease for both offices.

☐

If I am not the winning bidder for both offices, please don't award me any leases.

**D. Qualifications and Experience** (Weight: 2)

Describe why you/your company would be most qualified/best selection to occupy this office. Outline your proven experience in promoting aviation services as well as your experience in raising the visibility and attractiveness of the airport. In addition, provide an overview of your experience in promoting positive airport exposure as well as championing issues that provide for positive growth and development of the airport. Bids will be evaluated on a comparative basis.

**E. Ability to Generate Revenue** (Weight: 3)

Provide in detail your projected revenue forecast in addition to money paid to City for base rent, i.e., Aeronautical Business Permit fees. Also include projected revenue related to ancillary services utilized by your business, i.e., fuel flowage, aircraft maintenance, and business/traffic for other airport tenants such as the restaurant. Specifically detail what future plans you have for increasing service levels, maximizing current customer base, etc. Bids will be evaluated on a comparative basis.

**F. Operating Worksheet** (Weight: 2)

Provide the following information:

- a. Current Financial Statement
- b. Bank References

**G. Bidder Information** (Weight: 2)

1. Provide the bidder's complete company legal name, address, city/state/zip code, as it would appear in the Lease.
2. Provide the following tax information:

- a) Bidder's Federal Identification Number.
  - b) Arizona Sales Tax number.
  - c) Arizona Use Tax number for out-of-state bidders.
  - d) City of Scottsdale Sales Tax number.
3. Choose the applicable legal structure and provide the following information:
  - Partnership
    - a) City, county and state in which the partnership legally exists.
    - b) Type of partnership (e.g., general, limited, joint venture, other).
    - c) Date partnership was formed.
    - d) Whether partnership was recorded, when, where.
    - e) Evidence demonstrating the undersigned is authorized to sign this Invitation for Bids.
  - Corporation
    - a) State in which the corporation legally exists.
    - b) Date corporation was formed.
    - c) Whether corporation is public or private. If publicly held, where the stock is traded.
    - d) Evidence demonstrating the undersigned is authorized to sign this Invitation for Bids.
  - Limited Liability Company ("LLC")
    - a) State in which the LLC legally exists.
    - b) Date LLC was formed.
    - c) Evidence demonstrating the undersigned is authorized to sign this Invitation for Bids.
4. Provide the name, title and contact information of bidder's official representative, as it would appear in the Lease. This is the person to whom official notices regarding the Lease would be sent. Contact information includes address(es), telephone number, toll-free telephone number, fax number, email address.
5. Provide the name and contact information of the principal contact person who would oversee day-to-day performance of the Lease. This may or may not be the same as bidder's official representative. Contact information includes address(es), telephone number, toll-free telephone number, fax number, email address.
6. Provide the emergency, 24-hour service contact name, telephone number and pager number that relate to this Invitation for Bids.
7. Copy the pages from this Invitation for Bids entitled **Legal Statements, Bid Statement, and Bid Affidavit**. Provide the required information and signatures, and submit with your bid.

***The rest of this page left intentionally blank.***

## H. Legal Statements

Answer the following questions as they may apply to bidder. "Bidder" as used here, means a sole proprietor, all partners of a partnership, limited partnership, or limited liability company, or director, officer, or shareholder of a corporation).

- a. Has the bidder ever been convicted of a felony?  
☐ NO ☐ YES (If yes, please give date, place, and nature of conviction on a separate sheet referring to this paragraph Ha.)
- b. Has the bidder ever been convicted of a crime of moral turpitude? (Examples of crimes of moral turpitude include, but are not limited to, embezzlement, forgery, theft, robbery, fraud, perjury, rape, assault, murder/attempted murder, willful tax evasion, kidnapping, indecent exposure, prostitution, any other crime of a sexual nature and any and all crimes involving minor children, etc.)  
☐ NO ☐ YES (If yes, please give date, place, and nature of conviction on a separate sheet referring to this paragraph Hb.)
- c. Does the bidder have any judgment (rendered in a court of law) outstanding against them?  
☐ NO ☐ YES (If yes, please give the date, place, and nature of judgment on a separate sheet referring to this paragraph Hc.)
- d. Has the bidder declared bankruptcy within the last 10 years?  
☐ NO ☐ YES (If yes, please give the date, place, and nature of proceeding on a separate sheet referring to this paragraph Hd.)
- e. Has any lease, use, or operating agreement for any business enterprises held by bidder ever been canceled or placed in default?  
☐ NO ☐ YES (If yes, please give the date, place, and nature of the cancellation or default on a separate sheet referring to this paragraph He.)
- f. Has the bidder (or any entity the bidder has had an ownership interest in) ever had a bond or surety canceled or forfeited?  
☐ NO ☐ YES (If yes, please give name of the bonding company, name and address of principal on bond and reason for such cancellation or forfeiture on a separate sheet referring to this paragraph Hf)
- g. Is there any employee or officer of the City or their families who has any direct or indirect financial interest in the proposing entity?  
☐ NO ☐ YES (If yes, please give name(s) of such individual(s), and describe the relationship on a separate sheet referring to this paragraph Hg)
- h. If bidder is owned or licensed by another person, partnership, corporation, or limited liability corporation (or if bidder does business under another name), provide the name of that entity:  


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**BIDDER COMPANY NAME:** \_\_\_\_\_

## BID STATEMENT

STATE OF ARIZONA

CITY OF SCOTTSDALE

Except as otherwise expressly provided in this bid, this bid incorporates by reference, as if fully set forth in this bid, the full content of the Invitation for Bids. This bid remains in effect and may not be revoked by the bidder for a period of 90 days after the bid submittal due date, and may remain valid beyond that time with the consent of the bidder.

I affirm that I have read and understand all the provisions set forth in the Invitation for Bids. I, the undersigned, guarantee that our bid meets or exceeds the specifications contained in the Invitation for Bids document, that we have received the listed addendum(a) to the Invitation for Bids, and that we will fully comply with all the provisions and conditions specified. In addition, all information requested by the City has been submitted and is true, accurate, and complete.

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated: \_\_\_\_\_

I also affirm that I am duly authorized to execute a Lease Agreement with the City and that the contents of this bid specifically with regard to rents, fees, terms, and/or conditions have not been communicated by the undersigned nor by an employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of the bid.

Attached hereto is a Bid Guarantee in the form of a cashiers or certified check for \$500, payable to the City of Scottsdale, as a guarantee that if the bidder is awarded a lease at the Scottsdale Airport, the undersigned will enter into a Lease Agreement with the City, furnish the required performance bond(s) and certificates of insurance, and take all necessary steps to obtain required licenses, permits, or operating certificates (as stipulated in the Invitation for Bids).

\_\_\_\_\_ PRINTED NAME OF BIDDER

\_\_\_\_\_ SIGNATURE OF AUTHORIZED PERSON

\_\_\_\_\_ TITLE \_\_\_\_\_ DATE

\_\_\_\_\_ BUSINESS ADDRESS OF BIDDER

\_\_\_\_\_

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

BID AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss  
 County of \_\_\_\_\_ )

Affiant, \_\_\_\_\_, of the city of \_\_\_\_\_, in the county of \_\_\_\_\_, and the state of \_\_\_\_\_, of full age, says that:

Said bid is genuine; that the same is not a sham or collusive; that all statements of fact therein are true, accurate, and complete; that such bid was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Neither the bidder nor any of bidder's officers, partners, owners, shareholders, agents, representatives, employees, or parties in interest, has in any way colluded, conspired or agreed, directly or indirectly, with any person, firm, corporation or other bidder or potential bidder in regard to the amount, terms, or conditions of this Bid and has not paid or agreed to pay, directly or indirectly, any person, partnership, company, association, organization, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure the Lease Agreement or fix the prices in the attached bid or the bid of any other bidder, and hereby states that no such money or other reward will be hereinafter paid.

It has neither recommended nor suggested to the City, or any of its officers, partners, owners, agents, representatives, employees, or parties in interest, any of the terms or provisions set forth in the bid and Agreement, except at a meeting open to all interested bidders, of which proper notice was given.

No officer, partner, owner, shareholder, agent, representatives, employees, or partners in interest of the Bidder is a member of the City or its staff, or related to any members of the City or its staff except as noted herein below:

\_\_\_\_\_

\_\_\_\_\_  
*Printed name of Bidding Business*

By: \_\_\_\_\_  
*Authorized Agent Signature*

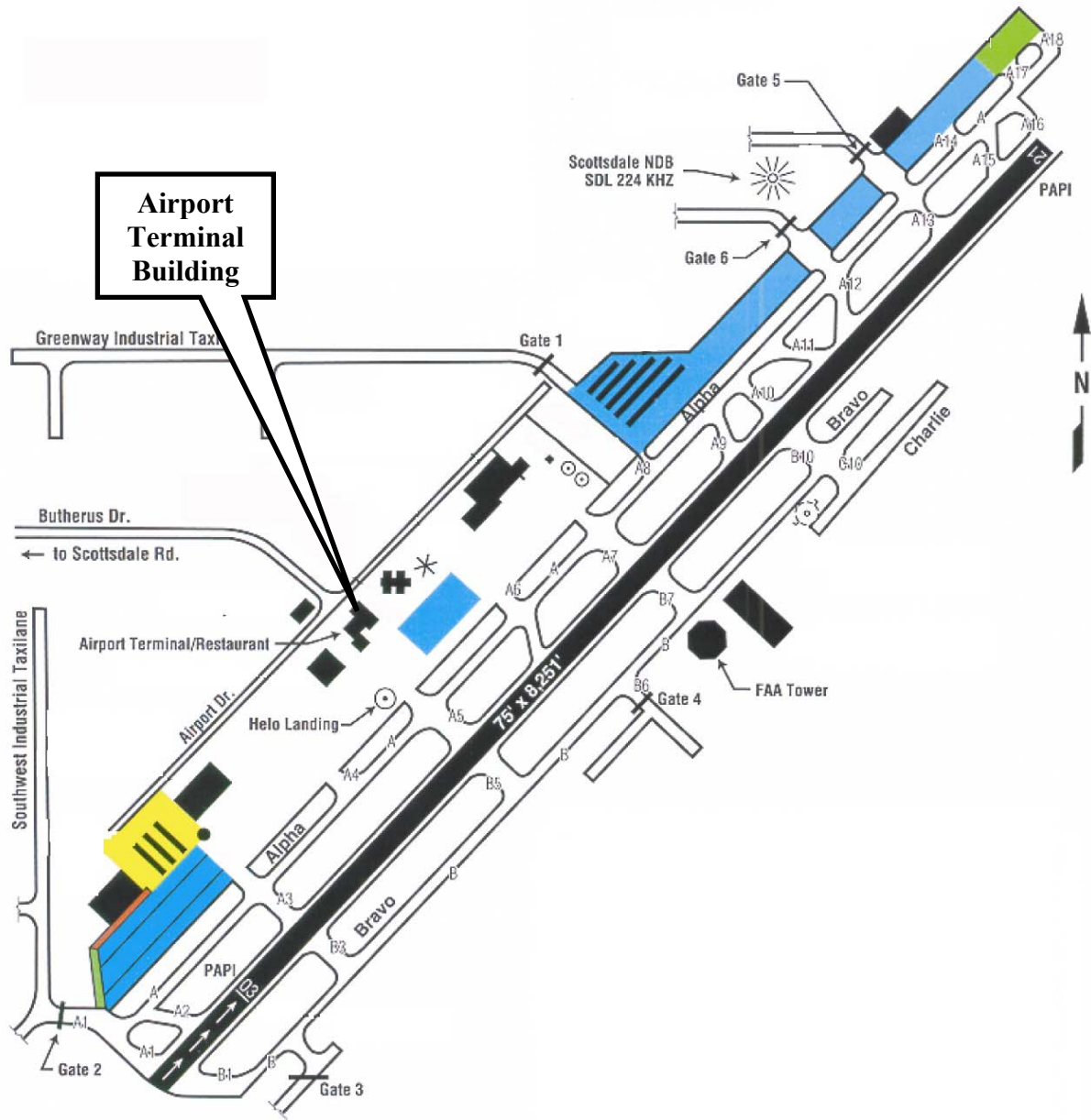
\_\_\_\_\_  
*Authorized Agent Printed Name*

\_\_\_\_\_  
*Authorized Agent Title*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Expires*



## SCOTTSDALE AIRPORT

Located in  
Sections 1, 2, 11 and 12 of T3N R4E  
G.& S.R.B.& M

Exhibit "A"

# AIRPORT TERMINAL BUILDING

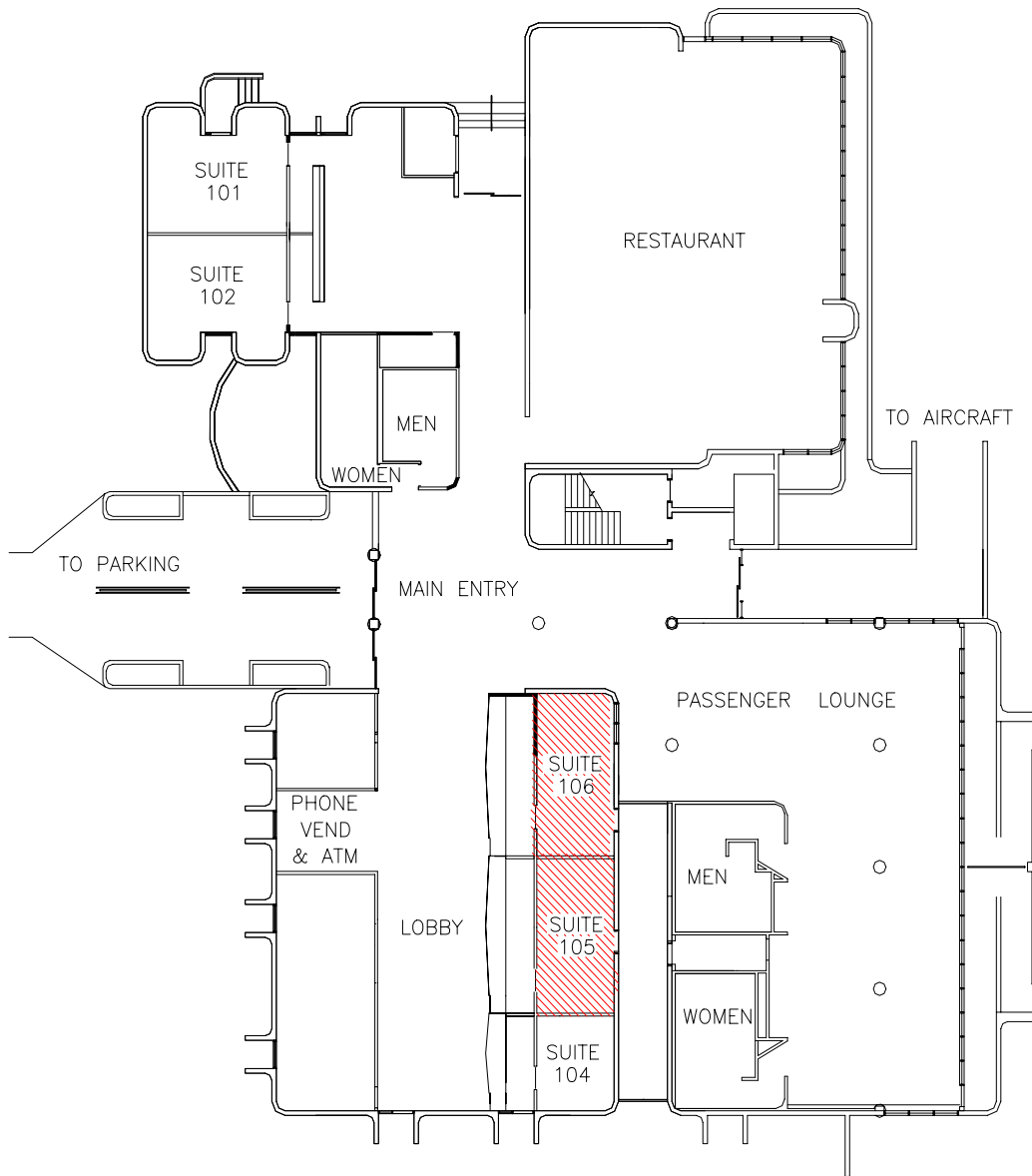


EXHIBIT "B"

<u>Suites</u>	<u>Square Feet</u>	<u>Approximate Monthly Utility Cost</u>
105	267	\$ 86.91
106	267	\$ 86.91

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day \_\_\_\_\_, 2006, by and between the City of Scottsdale, an Arizona municipal corporation, and \_\_\_\_\_, a \_\_\_\_\_.

W I T N E S S E T H

A. Lessor is the owner of certain real property (the "Premises") located within the existing Terminal Building (the "Terminal Building") at Scottsdale Airport. The Terminal Building is located at 15000 N. Airport Drive and is labeled "Terminal Building" on the sketch attached hereto as Exhibit "A".

B. Lessor desires to lease to Lessee the Premises for an office and counter space solely for the purpose of conducting commercial aeronautical activity at the airport (the "Permitted Uses") subject to the requirements of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the rent hereinafter to be paid by Lessee, and the covenants and agreements contained herein to be kept and performed by Lessee, and other good and valuable consideration, Lessor and Lessee agree as follows:

I. PREMISES

1. Premises.

1.1 Limitations. The Premises includes and is limited to the following:

1.1.1 Approximately \_\_\_\_\_ (\_\_\_\_) square feet of floor area and adjacent \_\_\_\_\_ (\_\_\_\_) linear feet of counter space known as \_\_\_\_\_ located inside and toward the south central portion of the Terminal Building consisting of office space. The Premises are limited to the areas depicted as office \_\_\_\_\_ in the drawing attached hereto as Exhibit "B".

1.1.2 The right to install and use a single communications dish antenna or whip antenna upon the roof of the Terminal Building but only if such antenna complies with all of the requirements of all applicable laws and this Agreement, subject to such conditions and requirements as Lessor may impose.

1.1.3 Condition of Premises. Lessee has examined, studied and inspected the Premises and all other property provided under this Agreement and its environs and they are being leased in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use. Lessee has obtained such information and professional advice as Lessee has determined to be necessary related to this Agreement or this transaction.

1.1.4 Fixtures and Personality Included. The Premises includes no fixtures or personal property owned by Lessor upon or within the Premises. Any personal property hereafter provided shall be "as is" and Lessee accepts all responsibility for its condition and shall thoroughly inspect the same before use. Any and all of Lessor's property as may come into the possession of

Lessee or used by Lessee, shall be returned to Lessor at termination of this Agreement and shall be maintained in good working condition by Lessee from time to time at Lessee's expense and replaced by Lessee at Lessee's expense when worn out and shall be owned at all times by Lessor with Lessee being solely responsible for the condition thereof. Without Lessor's prior written consent, Lessee shall not remove, damage or alter in any way any improvements or fixtures upon the Premises or any personal property of Lessor.

1.1.5 Title. Lessee's rights hereunder are subject to all covenants, restrictions, easements, agreements, liens, reservations and encumbrances upon, and all other recorded or unrecorded conditions of title to, the Premises. Lessee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions, and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction over the Premises or Lessee's use thereof.

1.1.6 Title to Adjacent Property. Lessee's rights are expressly limited to the real property defined as the "Premises" in this Agreement. Without limitation, in the event any public right-of-way or other public or private property adjacent to the Premises is dedicated, abandoned or otherwise acquired or disposed of by Lessor, such property shall not accrue to this Agreement but shall be Lessor's only. In addition, and severable from the preceding sentence, upon any such event, Lessee shall quitclaim to Lessor such right-of-way or other property.

## II. TERM OF LEASE

2. Term of Lease. Lessor hereby leases the Premises to Lessee subject to the following provisions and conditioned upon Lessee's full, timely, complete and faithful performance of all performances and things to be performed or done hereunder by Lessee and Lessee hereby accepts the Premises and this Agreement.

2.1 Term. The term of this Agreement shall be for a period of three (3) years commencing on the date of this Agreement unless sooner terminated as hereinafter set forth.

2.2 Extension. In the event of Lessee's continuously full, complete and timely performance of this Agreement throughout the initial term set forth above and any extension, this Agreement may be extended at Lessee's option for two (2) additional one (1) year periods for a total of five (5) years. In order to exercise its option to extend, Lessee must give to Lessor written notice of Lessee's intent to extend no later than three (3) months and no earlier than six (6) months prior to expiration of the initial term (or, in the case of the second extension, the prior extension). In the event of extension, Lessee shall obtain from Lessor and record a notice of extension in form acceptable to Lessor. No extension shall be effective without Lessor's consent, which Lessor may withhold in Lessor's absolute discretion.

2.3 Holding Over. In any circumstance whereby Lessee would hold over and remain in possession of the Premises after the expiration of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month which may be terminated at any time by Lessor upon thirty (30) days notice to Lessee or by Lessee upon sixty (60) days notice to Lessor.

### III. LEASE PAYMENTS

3. Lease Payments. Lessee shall pay to Lessor all of the following payments together with all other payments required by this Agreement (all payments by Lessee to Lessor required by this Agreement for any reason are collectively the "Rent"):

3.1 Rent Payment Date. All Rent shall be payable one month in advance on the twenty-fifth (25<sup>th</sup>) day of each month. For example, the Rent for September shall be payable on or before August 25. The first installment of Rent prorated for the portion of the month remaining in the month in which this Agreement is executed is due immediately upon execution of this Agreement. Rent is deemed paid only when good payment is actually received by Lessor.

3.2 Base Rent. The rental amount (the "Base Rent") Lessee shall pay to Lessor on the twenty-fifth (25<sup>th</sup>) day of each calendar month of this Agreement shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3.3 Base Rent Adjustment. In the event this Agreement is extended beyond the original three (3) year term, the Base Rent shall be automatically adjusted upward on each annual anniversary of this Agreement on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). The amount of each adjusted monthly installment of Base Rent (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index number (represented by the letter "C" in the formula set forth below) divided by the Cost of Living Index number for the month during which this Agreement commences (represented by the letter "M" in the formula set forth below), and multiplied by the original monthly Base Rent amount (represented by the "\$" symbol in the formula set forth below). This computation is expressed by the following formula:

$$R = \frac{C}{M} \times \$$$

provided, that in no event shall any Rent be adjusted downward from any previous period. If the Cost of Living Index has not been published on any adjustment date, Lessor shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate. Any correction due to an error in Lessor's estimate shall be paid by Lessee to Lessor (or by Lessor to Lessee, as the case may be) within thirty (30) days after notice by either party to the other that the Cost of Living Index has been published. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Lessor in Lessor's reasonable discretion. Any delayed adjustment shall be effective retroactively. In the event of a holdover, all Rent and every element thereof shall be increased by an additional fifty percent (50%) over the amount of Rent that would otherwise be payable under this Agreement.

3.4 Aeronautical Business Permit. In addition to all other Rent payable hereunder, if Lessee does not from time to time hold an Aeronautical Business Permit covering all activities relating to the Premises, Rent shall include an additional amount equal to the amount that would be payable pursuant to such an Aeronautical Business Permit regardless of whether an Aeronautical Business Permit is required by law. The preceding sentence applies to any type of permit or other rule or requirement that may supplement or replace the Aeronautical Business Permit.

3.5 Security Deposit. Upon execution of this Agreement, Lessee shall provide to Lessor, and maintain with Lessor at all times during the term of this Agreement, a cash security deposit in the amount equal to Five Hundred Dollars (\$500.00) guaranteeing the faithful performance of this Agreement. Any funds or property of Lessee held by or available to Lessor or any issuer of a letter of credit receiver, escrow agent or other third party under or related to this Agreement shall also stand as a security deposit guaranteeing Lessee's faithful performance of this Agreement. Any portion of any security deposit to which Lessee may then be entitled, net of any setoff or other obligation of Lessee or Lessor, shall be paid to Lessee by the then owner of the fee title to the Premises within sixty (60) days after termination of this Agreement.

3.6 Late Fees. Should any Rent not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due. Furthermore, any Rent that is not timely paid shall accrue interest at the rate of one percent (1%) per month from the date the amount first came due until paid. Lessee expressly agrees that the foregoing represent fair and reasonable estimates by Lessor and Lessee of Lessor's costs (such as accounting and processing costs, administrative costs, etc.) in the event of a delay in payment of Rent. Lessor shall have the right to allocate payments received from Lessee among Lessee's obligations.

3.7 Rent Amounts Cumulative. All amounts payable by Lessee hereunder or under any tax, assessment or other existing or future ordinance or other law of the City of Scottsdale or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner. In the event an amount is not known in advance, Lessor shall have the right to estimate the amount, with an adjustment to be made within sixty (60) days after the actual amount becomes known.

3.8 No Setoffs. Lessee shall pay all Rent directly to Lessor without setoff or deduction of any description. Lessee expressly waives any right of setoff.

#### IV. USE RESTRICTIONS

4. Use Restrictions. Lessee's use and occupation of the Premises shall in all respects conform to all and each of the following cumulative provisions:

4.1 Permitted Uses. Lessee shall use the Premises solely for the Permitted Uses. No other activity shall be conducted at or from the Premises. Commercial aeronautical activity means any activity or service which in Lessor's reasonable discretion involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations such as charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing, and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts.

4.2 Hours of Operation. Lessee shall keep the Premises open for normal passenger automobile and other vehicle rental service to the public from at least 8:00 a.m. to 5:00 p.m. daily (Saturday, Sunday and other legal holidays excepted).

4.3 No Exclusive Uses. This Agreement does not give Lessee any exclusive right to conduct any type of business at the Terminal Building or the airport.

4.4 Fixtures and Personal Property. Lessee shall provide to the Premises all equipment and other items necessary for the Premises to be conveniently used for the Permitted Uses.

4.5 Lessee's Agent. Lessee shall at all times during normal business hours retain on call available to Lessor upon the Premises an active, qualified, competent and experienced manager to supervise all activities upon the Premises and who shall be authorized to represent and act for Lessee in matters pertaining to all emergencies and the day-to-day operation of the Premises. During any temporary periods of absence by said manager, an assistant manager or designated representative of Lessee with like authorization must be present upon the Premises. Lessee shall also provide notice to Lessor of the name, address and regular and after hours telephone number of a person to handle Lessee's affairs and emergencies at the Premise.

4.6 Standards of Service. In entering into this Agreement, Lessor and Lessee have foremost in mind providing public access to enjoyable services of the highest quality. Without limitation, Lessee shall operate the Premises in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep the Premises attractively maintained, orderly, clean, sanitary and in an inviting condition at all times, all to the satisfaction of Lessor. Lessee shall not employ any person or persons in or about the Premises who shall fail to be clean, courteous, efficient and neat in appearance or who shall use improper, obnoxious or rude language or act in a loud or boisterous or otherwise improper manner. No nudity or adult entertainment of any sort is permitted.

4.7 Common Areas. Subject to current and future regulations and policies governing the use of, and access to, the Terminal Building and the airport, Lessee, its officers, employees, agents, patrons and invitees, and its suppliers of services and furnishers of materials shall have the right of ingress to and egress from the Premises through such portions of the Terminal Building as are open to the public from time to time. Such right is strictly limited to ingress and egress. There shall be absolutely no office activity or storage, however temporary, in the halls, steps, porches or other areas of or surrounding the Terminal Building or the airport. Lessee shall immediately clean up any spills or debris caused by Lessee or its suppliers or customers. Lessor may from time to time make available to Lessee and/or other users a conference room for use by reservation subject to conflicting uses by Lessor and others and subject to Lessee's payment of a fee established by Lessor.

4.8 Parking. Parking shall be subject to current and future regulations and limitations governing parking at the Office Building and the airport. There shall be no guaranteed number of parking places available to the Premises. There shall be no reserved parking places for the Premises. Lessee's patrons and invitees shall have the right to park motor vehicles in such parking spaces as may be designated at the airport from time to time as public parking areas. Lessee's employees shall park in areas designated by Lessor from time to time. Vehicles making deliveries to the Premises shall park only in areas specifically designated by Lessor at the airport from time to time as delivery areas.

4.9 Airport Operations. Lessee acknowledges that Lessee's use of the Premises shall be subject and subordinate to Lessor's operation of the airport which will necessarily directly and indirectly affect Lessee and the Premises. Lessee's use of the Premises shall not be permitted by Lessee to in any way adversely affect Lessor's use or operation of the airport. Cumulatively and without limitation:

4.9.1 Lessor reserves the right to further develop, diminish, close, remove or otherwise change the landing area and other areas of the airport as Lessor sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

4.9.2 Lessor reserves the right, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

4.9.3 There is hereby reserved to Lessor, its successors and assigns, and for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise, vibrations or other affects relating to the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the airport.

4.9.4 Lessee by accepting this Agreement agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the taxiing, flights, landing and taking off of aircraft from the airport, the loading or unloading of passengers or cargo or other aircraft operations or otherwise constitute a hazard. Whether any particular conduct complies with the foregoing shall be determined by Lessor.

4.10 Signs. All of Lessee's signage is subject to the following:

4.10.1 The location, size, content and style of each sign shall be subject to the provisions of the applicable sign ordinance and shall be in keeping with the airport sign program as the same may change from time to time and with the overall aesthetics and utility of the airport facilities and grounds, as determined by Lessor, and shall be designed, made and installed in a professional manner; and

4.10.2 Lessee shall have the right to install and operate not more than two (2) appropriate signs at the Terminal Building to identify Lessee's business. Regardless of signage existing from time to time, Lessor shall have the absolute right from time to time and without compensation to Lessee or any other person to require Lessee to conform to a new Airport sign program and to limit or reduce the amount of signage for the Premises to one (1) single-faced, exterior sign facing the roadway west of the Terminal Building and one single-faced interior sign on the door of the Premises in the hall of the Terminal Building adjacent to the Premises, as directed by Lessor. At Lessor's election, Lessee shall cause said exterior sign to be combined with other signage at the Terminal Building. Without Lessor's consent, such exterior sign shall not exceed two square feet in gross sign area. Without Lessor's consent, said interior sign shall not exceed two square feet in gross sign area.

4.10.3 No sign shall be erected, installed or displayed until Lessee has submitted written request, together with descriptions and drawings showing the intended locations, size, style and colors of such signs, to the airport director, and has received prior written approval from Lessor; and

4.10.4 Lessee shall bear all costs pertaining to the erection, installation and operations, maintenance and removal of all signs including, but not limited to, the application for and obtaining of any required building permits regardless of the reason for any such activity, even if such activity is required by Lessor pursuant to this Agreement.

4.11 Hazardous Materials. Lessee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Premises subject to regulation

under the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances. Lessee shall not use the Premises in a manner inconsistent with regulations issued by the Arizona Department of Health Services, or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency. Lessee shall pay, indemnify, defend and hold Lessor harmless against any loss or liability incurred by reason of any hazardous waste or materials or toxic substance on or affecting the Premises occurring after the date of this Agreement, and shall immediately notify Lessor of any hazardous waste or materials or toxic substance at any time discovered or existing upon the Premises.

4.12 Communications Operations Restriction. Lessee shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of Lessor's fire, emergency or other communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment) that is presently in use or could be in use in the future. If such interference should occur, Lessee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to Lessor.

## V. IMPROVEMENTS AND MAINTENANCE

5. Improvements and Maintenance. Except as expressly hereinafter provided, Lessee shall have all responsibilities for improvements to and maintenance of the Premises during the term of this Agreement.

5.1 Improvements by Lessor. Lessor has not promised to and is not obligated in any manner to make any improvements to the Premises, the Terminal Building or the airport.

5.2 General Provisions for Lessee's Improvements. The following provisions shall govern all improvements and other construction work of any description by Lessee whether or not specifically described herein (collectively "Lessee's Improvements") upon or related to the Premises:

5.2.1 All Lessee's Improvements shall be designed and made at Lessee's sole cost and expense.

5.2.2 Lessee's Improvements shall include all leasehold improvements, furnishings, furniture, equipment, draperies, carpeting, fixtures, paint, wall treatments, communications cabling, decorations and other construction work of any description as described in all plans heretofore or hereafter delivered by Lessee to Lessor. All such plans and construction are subject to inspection and final approval by Lessor as to colors, fabrics, materials, site plan, etc., as well as general design and function, and appearance.

5.2.3 All of Lessee's Improvements shall be of high quality, safe, fire resistant, modern in design, attractive in appearance, all as approved by Lessor.

5.2.4 Lessee shall diligently and expeditiously pursue the installation of all approved Lessee's Improvements and shall complete installation of all of Lessee's Improvements no later than three (3) months after the date of plans approval.

5.2.5 Lessee shall make no Lessee's Improvements or other alterations, modifications or additions to the Premises without having first received the written consent of Lessor which Lessor may withhold in Lessor's sole and absolute discretion. Any approved alterations, modifications or additions shall be accomplished by Lessee at its sole cost and expense. Any changes to utility facilities shall be strictly limited to the Premises and shall be undertaken by Lessee at its sole cost and expense, and only with the written permission of Lessor.

5.2.6 In addition to the security deposit and any other payment or performance required under this Agreement, Lessee shall within two weeks following Lessor's approval of any Lessee's Improvements and prior to any construction work by Lessee at the Premises provide to Lessor a performance bond or unconditional and irrevocable letter of credit in form acceptable to Lessor and payable to Lessor alone, in an amount equal to the full contract amounts payable directly or indirectly to all persons for the construction work, to insure timely completion of all work and for the complete protection of Lessor and the Premises from the claims of any person supplying labor or materials or performing any construction, alteration or repair work at the Premises or any services in connection therewith. Lessee shall timely pay for all such labor, materials, work and all professional and other services related thereto and shall pay, indemnify, defend and hold harmless Lessor against all such claims. Without limitation, the performance and payment bonds to be posted with Lessor shall be in form and substance acceptable to Lessor, and issued by a person acceptable to Lessor and shall also at a minimum meet the requirements of A.R.S. Sec. 34-222 and A.R.S. Sec. 34-223, and other applicable laws. All bonds shall be accompanied by or shall include a statement by the issuer to Lessor to the effect that the bond is intended by the issuer to provide to Lessor at a minimum the protection described herein. Lessee shall deliver directly to Lessor's legal department (together with a copy to Lessor as provided for notices under this Agreement) a full and complete draft form of bond at least twenty-one (21) days prior to the date the actual bond is required. All requirements of this paragraph apply to letters of credit and any other form of assurance provided pursuant to this paragraph. In lieu of any bond required, Lessee may provide a clean, unconditional, irrevocable letter of credit in the bond amount issued by a federally insured financial institution with offices in Maricopa County, Arizona. The letter of credit must be payable to Lessor upon demand and must also meet all other requirements of this paragraph. The letter of credit must have an expiration date at least sixty (60) days after the time provided herein for completion of the construction. Any replacement letter of credit must be delivered to Lessor at least thirty (30) days before expiration of the letter of credit being replaced.

5.2.7 All Lessee's Improvements shall be contained entirely within the Premises and without any encroachment or dependence upon any other property.

5.2.8 Any and all construction work performed on the Premises by Lessee shall be performed in a workman-like manner as reasonably determined by Lessor and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All Lessee's Improvements shall be and become part of the realty and the real property of Lessor "brick by brick" as constructed. In any event, the Premises must be left in as good or better condition as it may be on the date of this Agreement, or such better condition as the Premises may hereafter be placed.

5.2.9 All work shall be done strictly at Lessee's expense and paid for by Lessee. In no event, including without limitation termination of this Agreement for any reason, shall Lessor be obligated to compensate Lessee in any manner for any of Lessee's Improvements or other work provided by Lessee during or related to this Agreement.

5.2.10 Lessee acknowledges that as of the date of this Agreement, Lessor has not approved or promised to approve any plans for Lessee's Improvements.

5.2.11 Maintenance by Lessor. Lessor shall perform at Lessor's expense indoor janitorial service for the common areas of the Terminal Building and exterior landscaping and sweeping of parking areas. Lessee shall pay to Lessor an amount reasonably determined by Lessor to be the costs of the foregoing incurred because of unpermitted or improper actions of Lessee or its agents, customers, or other guests. Lessor shall also be responsible to maintain the structural integrity of the Premises, exterior windows, exterior doors, roof, exterior walls, sewers, air conditioning, heating and plumbing within or serving the Premises.

5.2.12 Maintenance by Lessee. Lessee shall at all times repair and maintain the Premises at Lessee's sole expense in a first-class, sound, clean and attractive manner, as determined in Lessor's reasonable discretion. Without limitation, Lessee shall be responsible for the following:

5.2.13 Janitor and all other cleaning service in the Premises.

5.2.14 Cleanup of any spills or other debris or damage to the Premises or to nearby areas of the airport caused by Lessee or its agents and customers or others claiming under Lessee including, without limitation, spills, debris and damage caused by vehicles and aircraft.

5.2.15 Adequate and sanitary handling and disposal, away from the Premises and the airport, of all trash, garbage and other refuse related to Lessee's use of the Premises. Without limitation, Lessee shall provide and use suitable covered receptacles for all trash and other refuse related to Lessee's use of the Premises. Piling of boxes, cartons, barrels or other items outside the Premises or in a manner visible from outside the Premises or in a manner visible to areas open to the public is prohibited. The area in which trash containers are stored shall be kept clean and free of all trash and debris and shall be shielded from public view. Unless requested by Lessor from time to time, Lessee may use large metal dumpsters Lessor may provide. Lessee acknowledges that the dumpster currently located near the Terminal Building will likely be relocated from time to time to other locations in the general vicinity of the Terminal Building.

5.2.16 All other repairs and maintenance of the Premises not specifically required hereunder to be performed by Lessor.

5.2.17 Utilities. Lessee shall contract for and pay all charges, fees, deposits and other amounts for telecommunication services and devices at the rates applicable thereto. Lessor shall provide to the Premises air conditioning, heating, and electricity through existing lines or equivalent. Lessee shall pay Eighty-Six Dollars and Ninety-One Cents (\$86.91) per month to Lessor for air conditioning, heating, and electrical service to the Premises subject to adjustment for increases in utility costs. Lessor shall have the right to adjust said amount upward each July 1 during the entire term of this Agreement in the event of increases in the cost of utilities. Said amount includes a portion of the cost of utilities related to the common areas of the Office Building. Lessee shall do nothing that would materially increase the amount of shared utilities consumed at the Premises or common areas. No other utilities are available.

## VI. BREACH BY LESSEE

6. Breach by Lessee. Lessee shall comply with, perform and do each performance and thing required of Lessee herein and Lessee's failure to do so shall be a breach by Lessee of this Agreement.

6.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" and a material breach by Lessee of Lessee's material obligations under this Agreement:

6.1.1 If Lessee shall be in arrears in the payment of Rent and shall not cure such arrearage within ten (10) days after Lessor has notified Lessee in writing of such arrearage.

6.1.2 If any assignment of any of Lessee's property shall be made for the benefit of creditors.

6.1.3 If Lessee shall fail to observe and comply with all bidding requirements of Lessor with respect to this Agreement and with all performances promised by Lessee with respect to Lessee's bid submitted in connection therewith. Any representations, warranties, promises or performances made by Lessee in connection with said bid are in addition to the other requirements of this Agreement and are incorporated as requirements of this Agreement.

6.1.4 If Lessee shall fail to timely pay any taxes or other amounts herein required to be paid by Lessee to any third person.

6.1.5 If Lessee shall fail to obtain or maintain any licenses, permits, or other governmental approvals from Lessor or any other governmental body or timely pay any taxes with respect to this Agreement, the Premises or Lessee's use of the Premises.

6.1.6 If Lessee shall fail to or neglect to do or perform or observe any other provisions contained herein on its part to be kept or performed and such failure or neglect to do or perform or observe any of such other provisions shall continue for a period of thirty (30) days after Lessor has notified Lessee in writing of Lessee's default hereunder.

6.1.7 If Lessee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein.

6.2 Lessor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Lessor may, at its option and from time to time, exercise any or all or any combination of the following remedies in any order and repetitively at Lessor's option:

6.2.1 Lessor's right to terminate this Agreement for nonpayment of Rent or for any other Event of Default is hereby specifically provided for and agreed to.

6.2.2 Without demand or notice, enter into and upon the Premises or any part thereof, and repossess the same of its former estate, and expel Lessee and those claiming by, through or under it, and remove their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without being deemed to any other remedy.

6.2.3 Enforce a lien that is hereby granted upon Lessee's property at the Premises securing all of Lessee's obligations hereunder.

6.2.4 Cause a receiver to be appointed for the Premises and for the continuing operation of Lessee's business thereon.

6.2.5 Pay or perform, for Lessee's account and at Lessee's expense, any or all payments or performances required hereunder to be paid or performed by Lessee.

6.2.6 Abate at Lessee's expense any violation of this Agreement.

6.2.7 Pursue at Lessee's expense any and all other remedies, legal or equitable, to which Lessor may be entitled.

6.2.8 Refuse without any liability to Lessee therefor to perform any obligation imposed on Lessor by this Agreement.

6.2.9 Be excused from further performance under this Agreement.

6.2.10 Insist upon Lessee's full and faithful performance under this Agreement and upon Lessee's full and timely payment of all Rent during the entire remaining term of this Agreement.

6.2.11 Assert or exercise any other right or remedy permitted by law.

6.3 Indemnity. In addition to all other indemnities and other obligations of Lessee, Lessee agrees to hold Lessor harmless from, to defend Lessor against, and to indemnify Lessor from all fines, claims, damages, obligations, liabilities and suits of every description, including attorneys' fees and court costs including loss of use, arising from any act or omission on the part of Lessee, its employees, sub-contractors, or agents, in the use of the Premises caused in whole or in part by any act, mistake, error or omission of the Lessor or anyone for whose acts, mistakes, errors or omissions Lessor may be liable, regardless of whether it is caused in whole or in part by a party indemnified hereunder, including the Lessor, or the prosecution of any operations, or portion thereof, under this Agreement or from any failure to fully, faithfully and timely comply with any and all of Lessee's obligations hereunder.

6.4 Non-waiver. Lessee acknowledges Lessee's unconditional obligation to comply with this Agreement. No failure by Lessor to demand any performance required of Lessee under this Agreement, and no acceptance by Lessor of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way Lessor's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Lessor of Rent or other performances hereunder shall be deemed a compromise or settlement of any claim Lessor may have for additional or further payments or performances. Any waiver by Lessor of any breach of condition or covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a default for any succeeding breach either of the same condition or covenant or otherwise. No statement, bill or notice by Lessor concerning payments or other performances due hereunder shall excuse Lessee from compliance with this Agreement nor estop Lessor (or otherwise impair Lessor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) shall be effective against Lessor unless made in writing by a duly authorized representative of Lessor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LESSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

6.5 Reimbursement of Remedies Lessor's Expenses. Lessee shall pay to Lessor upon demand any and all amounts expended or incurred by Lessor in performing Lessee's obligations.

6.6 Inspection. Lessor shall have access to the Premises at all times and upon reasonable notice (except, in the event of an emergency without notice) for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Premises or exercising Lessor's other rights hereunder. Lessee shall promptly undertake appropriate action to rectify any deficiency (identified by Lessor during such inspections or otherwise) in Lessee's compliance with this Agreement. Lessee shall at all times and without request provide to Lessor a set of keys to buildings, rooms or other enclosures used by Lessee.

## VII. TERMINATION

### 7. Rights at Termination.

7.1 Delivery of Possession. Lessee shall, at the expiration of the term hereof or upon any sooner termination thereof, without demand, peaceably and quietly quit and deliver up the Premises to Lessor thoroughly cleaned, and in good repair, maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the same now are or in such better condition as the Premises may hereafter be placed by Lessee or Lessor.

7.2 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, Lessee shall provide to Lessor upon demand quit claim deeds covering the Premises executed by Lessee and by all persons claiming through this Agreement or Lessee any interest in the Premises.

## VIII. INSURANCE

8. Insurance. Lessee shall insure the Premises and Lessor's surrounding property as follows:

8.1 Insurance Required. Prior to occupying for using the Premises in any way and at all times thereafter, Lessee shall obtain and cause to be in force and effect the following insurance:

8.1.1 Commercial General Liability. Commercial general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for each occurrence, Two Million Dollars (\$2,000,000) annual aggregate products and completed operations and a Two Million Dollar (\$2,000,000) general aggregate limit per policy year. The policy shall include coverage for bodily injury, broad form property damage, personal injury, premises liability, blanket contractual, and products and completed operations coverage. Without limitation, the policy will cover Lessee's liability under the indemnity provisions of this Agreement.

8.1.2 Automobile Liability. Commercial business automobile liability insurance with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Lessee's use of the Premises. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and off loading.

8.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) disease for each employee, Five Hundred Thousand Dollars (\$500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

8.1.4 All Risk Property. Unless waived by Lessor in writing, all risk property insurance in an amount equal to full replacement cost of the Premises and all personal property used in connection therewith.

8.1.5 Contractor's Protective. With respect to any construction involving the Premises, owner's and contractor's protective insurance covering the interests of contractors, Lessor and Lessee, with a minimum limit of One Million Dollars (\$1,000,000) for each occurrence and a Two Million Dollar (\$2,000,000) general aggregate limit per policy year. This coverage may be included with the commercial general liability coverage.

8.1.6 Other Insurance. Any other insurance Lessor may reasonably determine from time to time to be necessary to protect Lessor, the Premises, Lessor's surrounding property, Lessee, or the activities carried on the Premises.

8.2 Coordination with Insurance required by Ordinance. To the extent applicable City of Scottsdale ordinances require Lessee to provide insurance coverage required by this agreement, Lessee shall provide the coverage amounts specified by the ordinances, and not the amounts specified by this Agreement. To the extent applicable ordinances of the City of Scottsdale do not require Lessee to provide insurance coverage required by this agreement at any time, Lessee shall provide the coverage amounts specified in this Agreement.

8.3 Form of Insurance. All insurance policies (other than workers' compensation) shall contain a waiver of any transfer rights of recovery (subrogation) against Lessor or its agents, officers or employees. All policies shall contain provisions that neither Lessee's breach of a policy requirement or warranty, nor failure to follow claims reporting procedures, shall affect coverage provided to Lessor. No deductible shall be applicable to coverage provided to Lessor. All policies except workers' compensation must name Lessor and its agents, officials and employees as additional insureds. All policies must provide Lessor with thirty (30) days' notice of any cancellation or other change in coverage. All policies shall require notices be given to Lessor as specified for other notices to Lessor under this Agreement. Any "claims made" coverage shall have an extended reporting period for a minimum of two (2) years after notice to Lessor that the policy has expired.

8.4 Insurance Certificates. Lessee shall evidence all insurance by furnishing to Lessor certificates of insurance. Certificates must be provided within thirty (30) days after the date of this Agreement and at least thirty (30) days prior to any change in insurance coverage. Certificates must evidence that the policy referenced by the certificate satisfies each requirement of this agreement applicable to the policy. For example, certificates must indicate that Lessor and its agents, officials and employees are additional insureds. Certificates must be in a form acceptable to Lessor. All certificates are in addition to the actual policies and endorsements required.

8.5 Lessor's Election to Provide Insurance. With respect to any insurance required hereunder, Lessor may elect to acquire all or any part of such insurance covering the Premises and Lessee shall pay to Lessor the costs of such insurance as reasonably determined by Lessor. Lessee shall provide all insurance not so provided by Lessor.

8.6 Insurance Proceeds. All insurance proceeds shall be paid to Lessor for Lessor's use in compensating Lessor for the loss of the Premises, protecting Lessor, the Premises and Lessor's property from every other loss or exposure suffered by Lessor, rebuilding the Premises, and satisfying and securing Lessee's obligations hereunder. Any remaining proceeds shall be allocated among Lessor and Lessee as their interests may appear.

8.7 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Lessor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

8.8 Primary Insurance. Lessee's insurance shall be primary insurance. Any insurance or self insurance maintained by Lessor shall not contribute to Lessee's insurance.

8.9 Indemnity. In addition to all other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations under this Agreement are satisfied, Lessee shall pay, indemnify, defend and hold harmless Lessor from and against any and all claims or personal injury, bodily injury, property damage including, without limitation, loss of use, or other claims, liability, harm or damages which may arise out of any use of the Premises or Lessor's property related to this Agreement, including without limitation, claims, liability, harm or damages caused in whole or in part by a party indemnified hereunder.

8.10 Risk of Loss. Lessor is not required to carry any insurance covering or affecting the Premises or Lessor's property. Lessee assumes the risk of any and all loss, damage or claims to the Premises or related to Lessee's use of the Premises or Lessor's property throughout the term hereof. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure do not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement.

#### IX. CONDEMNATION

9. Condemnation. If any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such taking or condemnation shall render the Premises unsuitable for use as an office, then the term of this Agreement shall cease and terminate as of the date of the condemnor taking possession in such proceeding and Lessee shall have no claim for the value of any unexpired term of this Agreement. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for use as an office, Lessor shall elect to either terminate this Agreement or restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and this Agreement shall continue in full force and effect, and the Base Rent shall be reduced in proportion to the interior floor space of the Premises so taken. In the event of any taking or condemnation, Lessee shall not be entitled to any part of the award or other payment, as damages or otherwise. Lessor is entitled to receive the full amount of the award or other payment and Lessee hereby assigns to Lessor any right thereto.

#### X. DAMAGE TO OR DESTRUCTION OF PREMISES

10. Damage to or Destruction of Premises. If the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, and provided that such damage is not caused by the act or omission of Lessee or its officers, employees, representatives, agents or customers, any such damage shall be repaired with due diligence by Lessor at its own cost and expense, and there shall be no reduction of Rent. If such damage shall be so extensive as to render the Premises untenable, but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by Lessor at its own cost and expense, and the Rent payable herein shall be proportionately paid up to the time of such damage and thereafter abate as to the untenable portion of the Premises until such time as the Premises

are restored. In the event the Premises are completely destroyed by fire, explosion, the elements, the public enemy or other casualty; or so damaged that they will remain untenable for more than ninety (90) days, Lessor shall be under no obligation to repair or reconstruct the Premises, and Rent payable hereunder shall be proportionately paid up to the time of such damage or destruction, and shall thenceforth abate until such time as the Premises may be fully restored. If within twelve (12) months after the time of such damage or destruction said Premises shall not have been repaired or reconstructed, Lessee may give Lessor written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction.

## XI. LESSEE'S RECORDS

11. Lessee's Records. Lessee will maintain in a secure and fixed place at the Premise or within Maricopa County, Arizona proper and accurate books, records, ledgers, correspondence, and other papers and repositories of information, relating in any manner to this Agreement and to all of Lessee's obligations hereunder.

11.1 Supplemental Information. Lessee will also furnish, from time to time, such additional financial and other information as Lessor may reasonably request.

11.2 Right of Inspection. So long as the same shall be pertinent to this Agreement or any transactions contemplated herein and, in any event, for a period extending at least seven years after termination of this Agreement, Lessee will at its expense permit and assist Lessor and its representatives at all reasonable times to inspect, audit and copy Lessee's records pertaining to this Agreement. Such inspection shall be limited to matters pertinent to Lessor's and Lessee's rights and obligations under this Agreement as reasonably determined by Lessor.

11.3 Costs of Audit. If an audit inspection or examination discloses underpayments (or other adjustments in favor of Lessor) of any nature in excess of three percent (3%) of any payments or single payment, Lessor's actual cost (based on the amount paid by Lessor, or based on reasonable charges charged by private auditors and other service providers for comparable work if the audit is performed by Lessor's employees) of the audit, inspection or examination, together with late fees, interest, and other amount payable in connection with such adjustments or payments, shall be reimbursed to Lessor by Lessee. Any adjustments and/or payments that must be made as a result of any such audit, inspection or examination (whether or not performed in-house by Lessor), shall be made within a reasonable amount of time (not to exceed 30 days) from presentation of Lessor's findings to Lessee.

11.4 Applicable to Sublessees. The foregoing provisions regarding financial records shall be included, and whether or not actually included shall be deemed included, in favor of Lessor in each sublease of any portion of the Premises.

## XII. COMPLIANCE WITH LAW

12. Compliance with Law. Lessee shall conduct only lawful operations at the Premises and at the airport in accordance with all Federal, State, County and City laws, ordinances, regulations or other rules as are now in effect or as may hereafter be adopted or amended. Lessee acknowledges that this Agreement does not constitute, and Lessor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance or favoritism to Lessee with regard to), any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale or any other governmental body upon or affecting Lessee, the Premises, the airport or Lessee's use of the Premises. Lessee acknowledges that all of Lessee's obligations hereunder are in addition to, and cumulative upon

(and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Lessee. In the case of an ordinance or other law of the City of Scottsdale authorizing a credit, reduction in tax or amount assessed, or any other benefit as a result of performances rendered under this Agreement, Lessee expressly repudiates all such benefits with respect to performances rendered under this Agreement. Lessee further agrees that this Agreement is not intended to diminish any performances to the City of Scottsdale that would be required of Lessee by law if this Agreement had been made between Lessee and a private citizen. Lessor has not relinquished any right of condemnation or eminent domain over the Premises. This Agreement is not intended in any way to impair the City of Scottsdale's power to enact, apply or enforce any laws or regulations, or exercise any governmental powers, affecting in any way Lessee or the Premises. Lessee promises to comply with all applicable laws and Lessor's rights and remedies hereunder for breach of such promise supplement and are in addition to and do not replace all otherwise existing powers of the City of Scottsdale or any other governmental body. Without limiting in any way the generality of the foregoing, Lessee shall comply with all and each of the following:

12.1 Taxes, Liens and Assessments. In addition to all other Rent herein provided, Lessee shall pay, when due and as the same become due and payable, but not later than fifteen (15) days prior to the delinquency date thereof, all taxes and general and special fees, charges and assessments of every description which during the term of this Agreement may be levied upon or assessed against the Premises, the operations conducted therein, any Rents paid or other performances under this Agreement by either party, and all possessory interest in the Premises and improvements and other property thereon, whether belonging to the Lessor or Lessee; and Lessee agrees to indemnify, defend and hold harmless Lessor and the Premises and such property and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof. Lessee shall have the right to contest, but not the right to refuse to timely pay, any taxes and assessments. Lessee shall pay to Lessor any rental occupancy tax that may be payable under A.R.S. Sec. 42-1701, et seq. or A.R.S. Sec. 42-1901, et seq. or similar laws. Lessor shall have the right from time to time to require that all of the foregoing payments be made by Lessee through Lessor. Lessee shall pay all sales, transaction privilege, and similar taxes.

12.2 Building permits. Lessee shall obtain at its own expense all building or other permits in connection with all construction performed by Lessee and shall comply with all zoning, building safety, fire and similar laws and procedures of every description.

12.3 Airport Regulations. Lessor reserves the right to adopt, amend and enforce against Lessee rules and regulations governing the operation of the airport, and the Premises, Lessee's activities therein and thereon, and the public areas and facilities used by Lessee in connection therewith. Such rules and regulations shall be consistent with the safety, security, and public utility of the airport and with the rules, regulations and orders of the State of Arizona, and the Federal Aviation Administration or such other successor agency as may hereafter be designated by the State or Federal Government with respect to aircraft and airport operations.

12.4 Liability and Indemnity. Lessee shall be liable to Lessor, and shall pay, indemnify, defend and hold harmless Lessor against, any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon Lessor, including attorney's fees, arising from any violation of law caused directly or indirectly by act, omission, negligence, abuse or carelessness on the part of Lessee, its employees, agents, customers, visitors, suppliers, or invitees. Without limitation, the preceding sentence requires the payment by Lessee of any fines or penalties for any breach of security arising from the unauthorized entry of any of the

aforementioned persons or their vehicles onto the passenger loading areas, taxiways, runways, aircraft movement areas and any other restricted portion of the airport.

12.5 Discrimination. No person shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises on the grounds of race, color, handicap, or national origin. No person shall be excluded on the grounds of race, color, handicap, or national origin from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon.

12.6 Government Property Lease Excise Tax. Lessee shall be responsible for any and all property taxes and all government property lease excise taxes described in A.R.S. § 42-6201 *et seq.* or similar laws in force from time to time. Pursuant to A.R.S. § 42-6206, failure by Lessee to pay the taxes after notice and an opportunity to cure is an event of default that could result in divesting Lessee of any interest in or right of occupancy of the Premises.

12.7 Federal Agreements. This Agreement shall be subordinate to the provisions and requirements of any existing or future grant assurances or other agreements between the Lessor and the United States, relative to the development, operation or maintenance of the airport.

12.8 Construction Regulations. Lessee shall comply with the notification and review requirements covered on Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

12.9 War or National Emergency. This Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

12.10 Affirmative Action. Lessee assures that it will undertake an affirmative action program if and as required by 14 CFR, Part 152, subpart E, or other applicable law to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, subpart E. To the extent required by law, Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as and if required by 14 CFR, Part 152, subpart E or other applicable law.

### XIII. ASSIGNABILITY

13. Assignability. This Agreement is not assignable by Lessee except in strict compliance with the following:

13.1 Assignments and Subleases Prohibited. References in this Agreement to assignments or subleases shall be deemed to apply to all transactions described in this paragraph. Lessee shall not assign, transfer, pledge, lien or sublet the leased Premises or suffer any of the same to occur, or permit the Premises or any part thereof to be used, occupied, managed, controlled or operated by others, or permit any transfer of corporate stock or any other direct or indirect transfer of any substantial part of the ownership, management or control of Lessee without

the prior written consent of Lessor which may be withheld in Lessor's sole and absolute discretion. This prohibition shall apply to any assignment or subletting by operation of law, assignment for the benefit of creditors, voluntary or involuntary, bankruptcy or reorganization, or otherwise. If any transaction or event occurs in violation of this provision, Lessor may, in its sole discretion and in addition to all other remedies provided hereunder to Lessor and in any combination, collect Rent from the assignee, sublessee or occupant and apply the net amount collected to the Rent required to be paid thereunder and/or void the assignment or sublease, all without prejudicing any other right hereunder. Lessee shall pay to Lessor the sum of Five Hundred Dollars (\$500) as a transfer fee for legal and administrative expenses related to any request for consent. No cure or grace periods shall apply to assignments prohibited by this Agreement or to enforcement of this Agreement against an assignee who did not receive Lessor's consent.

13.2 No Novation. No assignment, transfer, subletting, occupancy or collection shall be deemed a waiver of the prohibition on assignments or any other provision of this Agreement, or the acceptance of the assignee, sublessee or occupant as Lessee, or a release of Lessee from the further performance by Lessee of the provisions of this Agreement. The consent by Lessor to an assignment or subletting shall not relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or sublease. Upon assigning, transferring or subletting the Premises, Lessee shall not be released of any liability hereunder but shall remain fully and personally obligated under this Agreement.

13.3 Enforceability after Assignment. This Agreement shall be enforceable personally and in total against Lessee and each successor, partial or total, and regardless of the method of succession, to Lessee's interest hereunder. Each successor having actual or constructive notice of this Agreement shall be deemed to have agreed to the preceding sentence.

13.4 Grounds for Refusal. No assignments of this Agreement are contemplated or bargained for. Lessor has the absolute right in its sole discretion to give or withhold consent to any assignment or to impose any conditions upon any assignment.

13.5 Form of Assignment and Sublease. Any permitted assignment or subletting shall be by agreement in form and content acceptable to Lessor. Without limitation, any sublease or assignment shall specify and require that each sublessee or assignee acquiring any interest under this Agreement by acceptance of any sublease, assignment or transfer shall assume and be bound by, and be obligated to perform the terms and conditions of this Agreement, and that in the event of default of Lessee under such assignment or sublease, Lessor at Lessor's sole option may succeed to the position of Lessee as to any sublessee or assignee of Lessee without liability for any prior breaches or performances. Lessor and Lessee agree that Lessor shall receive and retain the full and complete rental payment of any sublessee or assignee, though such payments may be in excess of the original rental between Lessor and Lessee.

#### XIV. MISCELLANEOUS

##### 14. Miscellaneous.

14.1 Notices. Notices hereunder shall be given in writing personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Lessor:                               Scottsdale Airport Director  
15000 N. Airport Dr., 2<sup>nd</sup> Floor  
Scottsdale, AZ 85260

Copies to: City of Scottsdale  
3939 Civic Center Blvd.  
Scottsdale, AZ 85251  
Attn: City Attorney

If to Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. Notices to Lessee may also be hand delivered to the Premises. In the event of any service by mail, as aforesaid, service shall be deemed to be complete forty-eight (48) hours after deposited in the United States mail.

14.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

14.3 Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

14.4 Paragraph Headings. The paragraph headings contained herein are for convenience in reference only and not intended to define or limit the scope of any provision of this Agreement.

14.5 Attorneys' Fees. In the event any action or suit or proceeding is brought by Lessor to collect the Rent due or to become due hereunder or any portion hereof or to take possession of the Premises or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any of Lessor's rights or remedies hereunder, Lessee agrees to pay Lessor all costs of such action or suit and all expenses of such action or suit together with such sum as the Court may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

14.6 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement.

14.7 Exhibits. All exhibits attached hereto are incorporated into this Agreement by this reference.

14.8 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the Premises.

14.9 Further Assurances. Lessee agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as Lessor may reasonably require to consummate, evidence, confirm or carry out the agreement contained herein.

14.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement shall be

construed according to its plain meaning and neither for nor against any party hereto. Lessee acknowledges that the Rent payable hereunder was negotiated in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Lessee.

14.11 Survival of Liability. All obligations of Lessee hereunder and all warranties and indemnities of Lessee hereunder shall survive termination of this Agreement for any reason.

14.12 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona. Proper venue for any action regarding this Agreement shall be Maricopa County.

14.13 Recording. This Agreement shall not be recorded. However, within ten (10) days of the date of this Agreement Lessee shall cause to be recorded in the Office of the Maricopa County Recorder the Notice of Agreement attached hereto as Exhibit "C".

14.14 Statutory Cancellation Right. In addition to its other rights hereunder, Lessor shall have the rights specified in A.R.S. Sec. 38-511.

EXECUTED as of the date first given above.

LESSEE: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

LESSOR: **CITY OF SCOTTSDALE,**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Mary Manross, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah W. Robberson, City Attorney

\_\_\_\_\_  
Scott Gray, Aviation Director

\_\_\_\_\_  
Chris Read, Assistant Aviation Director

\_\_\_\_\_  
Pauline Hecker, Risk Management Director

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

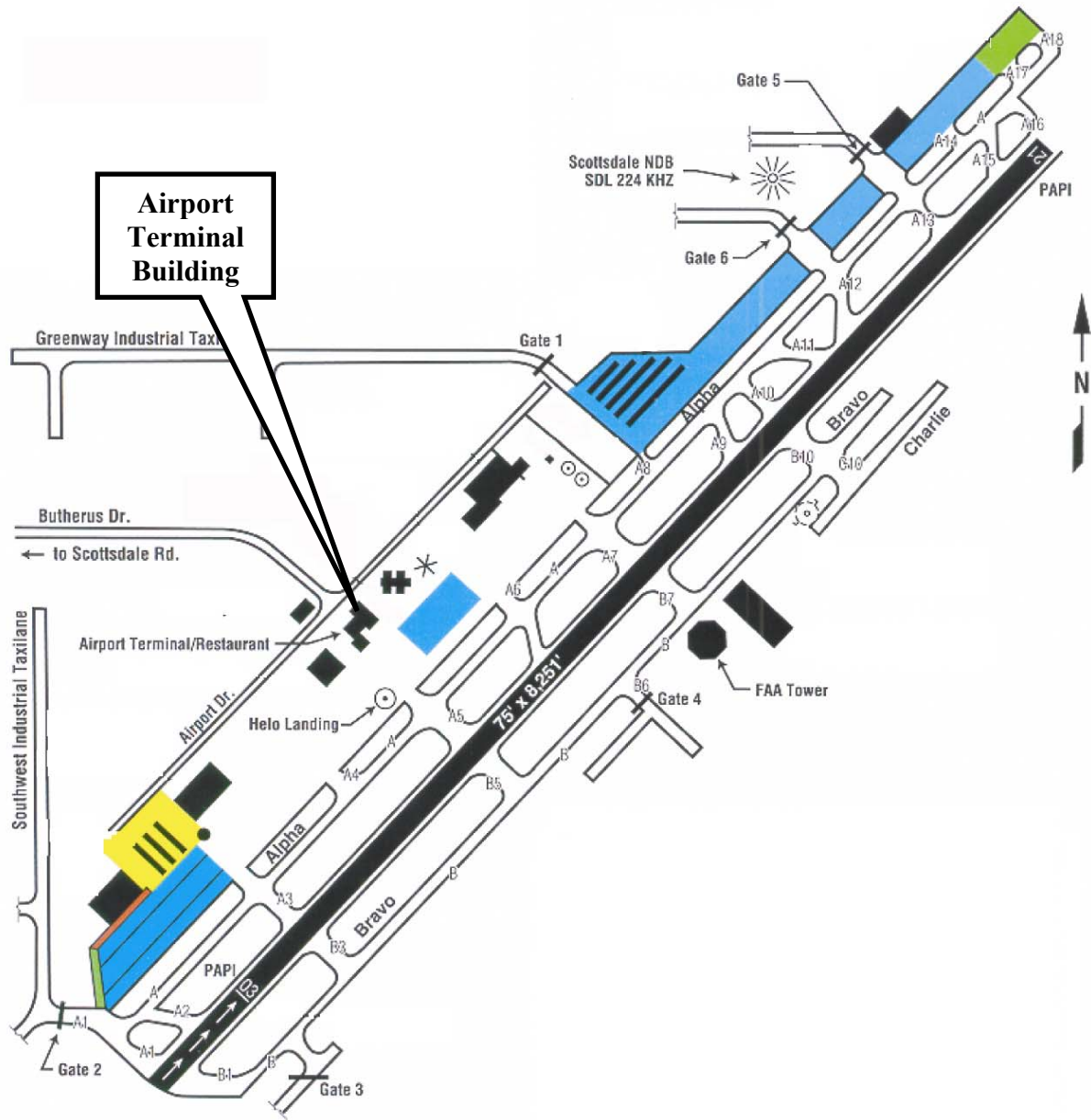
My Commission Expires:

\_\_\_\_\_

## TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	A	Drawing showing Terminal Building location at airport.
B	2.1.1	Drawing of premises to be used by Lessee indicating locations of office space being leased.
C	15.13	Notice of Agreement.

**NOTE:** All exhibits must be labeled and leave at least one half inch clear space along all margins.



## SCOTTSDALE AIRPORT

Located in  
Sections 1, 2, 11 and 12 of T3N R4E  
G.& S.R.B.& M

Exhibit "A"

AIRPORT TERMINAL BUILDING

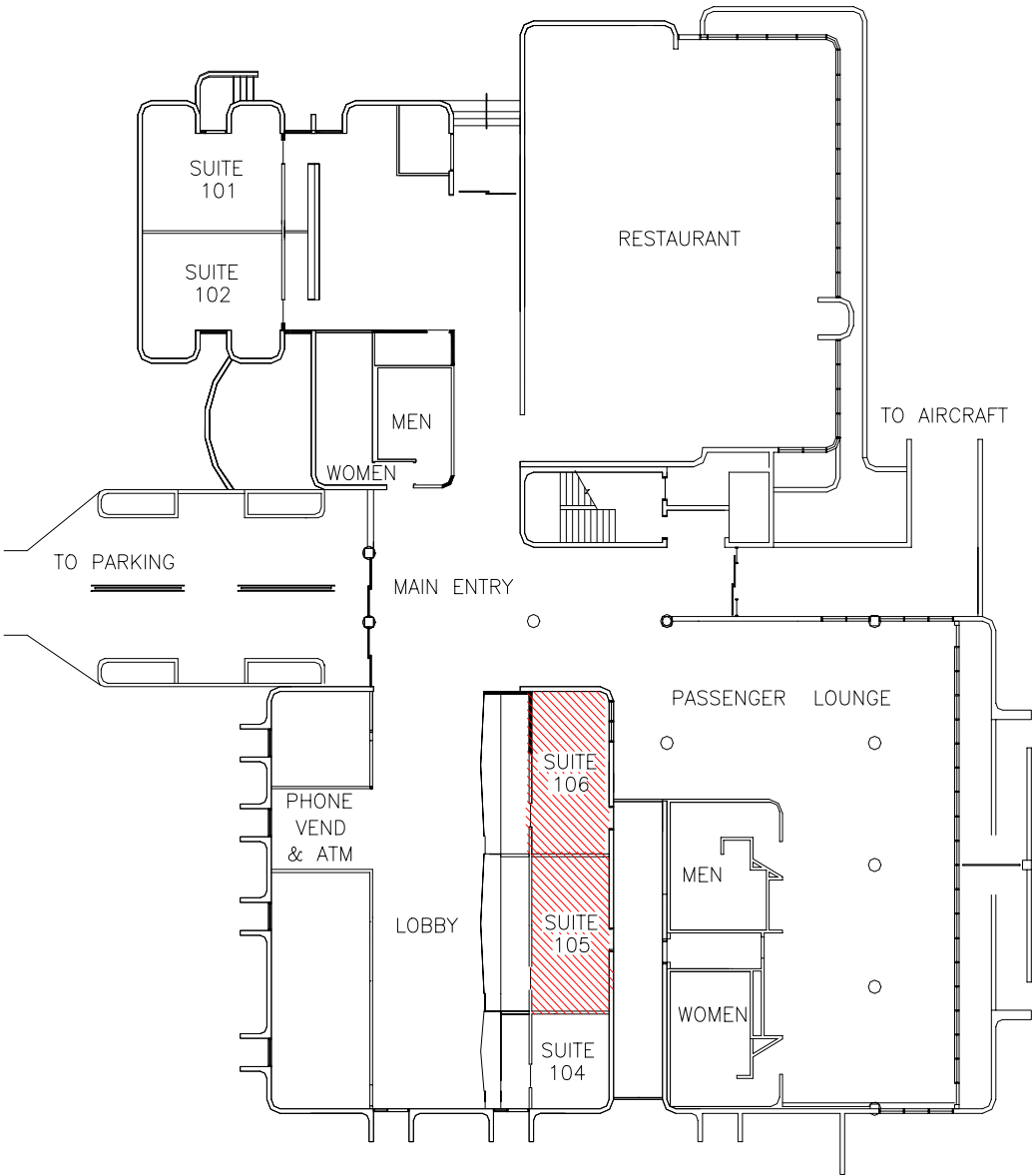


EXHIBIT "B"

<u>Suites</u>	<u>Square Feet</u>	<u>Approximate Monthly Utility Cost</u>
105	267	\$ 86.91
106	267	\$ 86.91

WHEN RECORDED RETURN TO:

City of Scottsdale  
One Stop Shop/Records  
(Chris Read)  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

**NOTICE OF LEASE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS that the City of Scottsdale, a municipal corporation and \_\_\_\_\_, a \_\_\_\_\_, have entered into that certain Lease Agreement dated \_\_\_\_\_, 20\_\_, with respect to certain real property located within the existing Terminal Building at Scottsdale Airport located at 15000 N. Airport Drive and labeled "Airport Terminal Building" on the sketch attached hereto as Exhibit "A" and made a part hereof. Said Lease Agreement is for an original term of three (3) years with two (2) possible one (1) year extensions and, among other things, grants to Lessee an irrevocable power of attorney coupled with an interest to execute and record on behalf of Lessee an instrument to terminate of record the Lease Agreement in the event of breach, expiration, cancellation or other termination.

IN WITNESS WHEREOF, the parties to said Lease Agreement have executed this Notice of Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LESSEE: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

LESSOR: **CITY OF SCOTTSDALE,**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Mary Manross, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

Exhibit C  
C-1

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah W. Robberson, City Attorney

\_\_\_\_\_  
Scott Gray, Aviation Director

\_\_\_\_\_  
Chris Read, Assistant Aviation Director

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA        )  
                                      ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_